

# **2009 Sagamore West Farmers Market Vendor Contract**

West Lafayette Parks and Recreation (hereinafter "Parks") and the Sagamore West Area Business Alliance (hereinafter "SWABA") (collectively hereinafter "Market Sponsors") will co-sponsor the 2008 Sagamore West Farmers' Market.

In consideration for the right to participate in the 2008 Sagamore West Farmers' Market (hereinafter "Market"), the undersigned Vendor (hereinafter "Vendor") agrees to the following, and to the acknowledged 2008 Sagamore West Farmers' Market Information Sheet, which is incorporated herein by reference and is a part of this contract.

## ***1. Administration***

The Market is administered by the Market Sponsors. The Market Sponsors set participation fees and determine Market policies. The Market Sponsors and their representative (hereinafter "Market Master") have the authority to determine Vendor participation, resolve disputes, and disqualify vendors for violations of this contract and the rules and regulations of the Market. Vendor agrees to abide by and follow any determination by Market Sponsors with regard to the operation of the Market.

## ***2. Eligibility of Vendors***

A Vendor is a person who regularly and directly works in the cultivation, production, harvest/gathering, or crafting of permitted goods, as defined in this contract, and has signed this contract.

The Vendor agrees to abide by all applicable federal, state, and local laws and ordinances, and agrees that the violation by Vendor of such a law or ordinance may be deemed by Market Sponsors, in their sole discretion, to be a material breach of this contract. The Vendor shall not sublease or share its Market participation space with other Vendors or non-Vendors.

## ***3. Goods Permitted for Sale***

The following categories of items are permitted for sale at the Market. The Market Sponsors reserve the right to verify that the Vendor produces in Indiana 75 percent by volume and value of its food and produce sold at the Market (unless otherwise specified in this provision of this contract). The Vendor must display legible price markers for goods offered for sale.

- a. Grown/Collect by Vendor--Fruits, vegetables, dried and fresh herbs, spices, seeds, cultured mushrooms, plants\*, flowers, potpourri (not artificially scented), honey\*\*, maple syrup, eggs\*\*\*, unpopped popcorn, flour, and ground grains are permitted for sale.

\*If selling potted plants, the value of the container in which the plant is sold, shall not exceed 30 percent of the average market value of that type of plant on the day of the sale. Container plants must either be propagated by the Vendor or grown to maturity for a minimum of six weeks.

\*\*If selling honey, the Vendor must post a visible sign informing customer of the danger of feeding honey to infants and children less than two years of age.

\*\*\*If selling eggs, they should be kept at 45° F or less, or as otherwise recommended by the Tippecanoe County Health Department. The Vendor must exhibit a current egg vendor license issued by the Indiana State Egg Board.

- b. Grown and Processed by Vendor--Processed food items (including, but not limited to, jams, jellies, frozen fruits, relishes, cider, dried fruits and vegetables, salsa, frozen/preserved meat (beef, pork, poultry, rabbit, goat, lamb, or other meats), and dairy products) are permitted for sale if:
- i. 50% of product by volume (excluding water) must be Vendor-grown, raised, or produced;
  - ii. Foods must be prepared according to health-department regulations and have proper labeling, including, but not limited to, name of product, name and address of producer, location of preparation, contents, ingredients, net weight, and price;
  - iii. Vendor must provide documentation to Market Sponsors of all necessary permits, licenses, and approvals; and,
  - iv. Vendor may be required to submit the recipe for a processed food item to the Committee for verification that it meets these guidelines.
- c. Prepared at the Market by Vendor--Preparing food at the Market is permitted if:
- i. Prior approval is received from the Market Sponsors;
  - ii. The prepared food meets the guidelines specified for processed foods, except that guideline requiring food preparation in a health-department-licensed facility; and,
  - iii. On-site preparation facilities and equipment meets the requirements of the Tippecanoe County Health Department, and the Vendor is issued a food preparation permit by said Department for said facilities and equipment.
- d. Grown and Crafted by Vendor--Natural beeswax items composed of wax from the Vendor's apiary(s), including candles (not artificially scented or colored) may be sold. Non-food animal products that are derived from animals raised by the Vendor and have not been crafted (they may be minimally processed) may be sold assuming they are sold in a safe and sanitary manner.
- e. Licensed Indiana Winery Selling Wines Produced in the State of Indiana:  
A licensed Indiana winery may sell wines it has produced in the State of Indiana (regardless of source of raw materials) (hereinafter referred to as a "Market Winery Vendor"). "Produced in the State of Indiana" shall mean that the wine was fermented and bottled within the boundaries of the State of Indiana. A Market Winery Vendor must obtain the necessary permits and/or licenses from the State of Indiana to sell wines. A Market Winery Vendor must follow all rules, ordinances, regulations, and laws of the City of West Lafayette and the State of Indiana. A Market Winery Vendor shall also secure and keep a Certificate of General Liability Insurance that names the City of West Lafayette and the West Lafayette Board of Parks and Recreation as additional insured. Said policy shall have limits of:
- |  |             |
|--|-------------|
| Each Occurrence  | \$1,000,000 |
| Products/Completed Operations Aggregate                | \$2,000,000 |
| General Aggregate (other than Prod/Comp Ops Liability) | \$2,000,000 |
| Personal & Advertising Injury Liability                | \$1,000,000 |

- A Market Winery Vendor may sell wines each week the Market is open; however,
- i. A Market Winery Vendor shall only sell closed/capped/corked bottles of wine;
  - ii A Market Winery Vendor shall not sell wines by the glass;
  - iii. A Market Winery Vendor may provide wine samples at the Market only on the first Wednesday of any month that the Market is open and shall not provide wine samples at the Market at any other time.
  - iv. A Market Winery Vendor shall not serve wine to any member of the public who appears to be intoxicated and shall not allow any member of the public to become intoxicated through the Market Winery Vendor's provision of wine samples.
- f. Art and Craft Items Made by Vendor--Registered art and craft items are permitted for sale at the Market if:
- i. All items must be original and handcrafted by the Vendor;
  - ii. Items must be safe, have a reasonable life expectancy, and exhibit quality of craftsmanship;
  - iii. Unacceptable items include, but are not limited to:
    1. Items made from kits or commercial plans
    2. Items made from molds not created by the Vendor;
    3. Items in which a commercially made piece is central to the design; and,
    4. Items made in a production studio;
  - iv. Items on display must be registered and must be for sale.

To register an item, art and craft vendors must submit representative samples of each different type of art and/or craft item for approval by the Market Sponsors. Items will be reviewed for originality, for quality, for artistic competence, and for compliance with the above guidelines. Art and craft items may be sold only after being approved by the Market Sponsors. Items approved for sale at the Market in previous years do not need to be approved again for 2009.

#### **4. *Health and Safety Requirements***

All items intended for human consumption shall be kept off the ground at all times, and be in safe and sound condition. The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Unless otherwise specified, no potentially hazardous foods are permitted for sale.

#### **5. *Registration to Sell***

The Vendor must have executed this contract and have paid all applicable participation fees before selling any goods at the Market. Contracts must be signed by the Vendor, the Market Master, and Parks at least five days prior to the date of the Market at which the Vendor desires to participate.

#### **6. *Equipment and Supplies***

Each Vendor must supply its own tables and other display equipment. If selling goods by weight, the Vendor must supply a legal produce scale, which is subject to periodic inspections by the Tippecanoe County Department of Weights and Measures. Umbrellas, tents, and other

weather protection devices, if required, shall be supplied by the Vendor, who is solely responsible for damages or personal injury resulting from the use thereof.

**7. *Property Maintenance and Utilization***

The Market shall operate on Wednesday from 3:00pm until 6:30pm. Vendors with permanent spaces may enter the Market Site for set-up at 1:30pm, and their vehicles must be removed from the Market Site by 2:00pm. All Vendors will be allowed to enter the Market Site at 2:00pm for set-up in assigned spaces, and all Vendor vehicles must be removed from the Market Site at 2:45pm. Vendors must vacate the premise by 7:00pm and remove all personal items and equipment. Vendors must clean litter and debris before leaving, or be subject to fine under the West Lafayette Municipal Code and expulsion from further Market participation. The Market Sponsors reserve the right to alter the schedule if conflicts regarding the use of the Market Site develop.

**8. *Market Sponsors' Remedies for Breach***

- a. Violation of any material provision of this contract is a material breach and default by the Vendor. Upon oral notice by the Market Sponsors (by the Market Master or a Parks representative) to the Vendor of the occurrence of a breach or default during Market hours, and the Vendor's failure to correct the breach immediately, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises immediately. Failure to vacate may subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.
- b. If the Market Sponsors have reason to believe that a Vendor did not produce the goods as it has represented at the Market, the Market Sponsors reserve the right to conduct an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the Market Sponsors to conduct such an inspection. If the Market Sponsors determine after the inspection that there is a reasonable likelihood that the Vendor did not produce the goods for sale at the Market as represented, the Market Sponsors may, in their sole discretion, declare a material breach. Failure of the Vendor to allow said inspection shall be a material breach of this Contract.
- c. Upon occurrence of a material breach of this contract, the Market Sponsors reserve the right to declare this contract terminated, by so stating in a written notice to the Vendor. Notice shall be by US Post Service First Class Mail and shall be effective when said notice is delivered to the post office. Upon breach and notice, the Market Sponsors shall retain, as liquidated damages and not as a penalty, any participation fees paid by the Vendor. The Market Sponsors may also, in their sole discretion, determine that they will not contract with the Vendor to sell at the Market in future seasons.

**9. *Covenant Not to Sue***

The Vendor will not institute any action or suit at law or in equity against Parks and its agents and employees; members of the Sagamore West Area Business Alliance and their agents and employees; or the Market Master as a result of operations under this contract. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services,

expenses, or compensation for or on account of any damages, loss, or injury to person or property as a result of operation under this contract.

**10. Indemnification**

The Vendor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge Parks and its agents and employees; members of the Sagamore West Area Business Alliance and their agents and employees; and the Market Master for all bodily and personal injury, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of Parks and its agents and employees; members of the Sagamore West Area Business Alliance and their agents and employees; or the Market Master.

This contract is effective upon execution by Parks.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**Vendor**

Vendor requests \_\_\_\_\_ participation spaces for a total 2009 Market Season Participation Fee of \$\_\_\_\_\_ (\$75.00 per participation space).

Vendor desires to sell (any item the Vendor desires to sell at the Market MUST be listed):

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**(Note:** Art and craft vendors MUST submit representative samples of each different type of art and/or craft item to the Market Master for approval by the Market Sponsors.)

Do you participate in other Farmers' Markets? \_\_\_\_\_ (yes or no)

If yes, please indicate where and on what days of the week:

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Vendor Name:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address of Farm/Production Facility:

\_\_\_\_\_

\_\_\_\_\_

**I affirm under the penalties for perjury that the foregoing statements are true and correct.**

Vendor Signature: \_\_\_\_\_

Printed Vendor Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Vendor's merchandise list is approved as indicated above for inclusion in the 2009 Sagamore West Farmers' Market as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.*

**Market Master, on behalf of the Sagamore West Area Business Alliance**

Signature: \_\_\_\_\_

*Receipt of above-indicated Participation Fee is acknowledged and approval of this Contract is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.*

**West Lafayette Parks and Recreation**

Signature: \_\_\_\_\_